

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA

In Re: James L. Garland, Jr. and
Marci Jo Garland,

Debtors,

JPMorgan Chase Bank, N.A.
Movant,

v.
James L. Garland, Jr., Marci Jo Garland,
and Ronda J. Winnecur, Chapter 13
Trustee

Respondents,

Case No. 16-20204-JAD

Document No. 56

Related to DD No.

Related to Claim No. 18

OBJECTION TO NOTICE OF MORTGAGE PAYMENT CHANGE

AND NOW the Debtors James L. Garland, Jr., and Marci Jo Garland, through
counsel Justin P. Schantz, Esquire, file this Objection to the Notice of Notice of Mortgage
Payment Change filed by JPMorgan Chase Bank, N.A., (hereinafter JPMorgan) on February 2,
2021. In support of the Objection, the Debtor alleges the following:

- 1) This is a core matter to which this Court may enter a final judgment.
- 2) However, if it is later determined this Court cannot enter a final judgment
absent consent by all parties, the Debtors consent to this Court entering a final judgment.
- 3) On February 2, 2021, JPMorgan filed a Notice of Mortgage Payment
Change in connection with Claim No. 18 (the "Notice").
- 4) The notice provides for an increase in escrow payments of \$33.86, to
increase the overall mortgage payment to \$542.17, starting April 2021.
- 5) The Exhibit attached to the Notice indicates an escrow shortage of
\$617.94.

6) The Exhibit attached to the Notice also claims an decrease in property taxes of \$178.57, and an increase in insurance payments of \$370.30, for a net increase of \$191.73 per year.

7) The Debtor is concerned about the very substantial increase in insurance premiums listed – by the Debtor's calculations, a 30% premium increase in a single year.

8) The Debtor believes documentation as to this premium increase would be appropriate to determine the source of such a sudden and substantial increase.

9) However, and more importantly, this case is in the process of completion.

10) Earlier this Month, the Office of the Chapter 13 Trustee filed a Motion to Terminate Wage Attachment, on the basis that the Plan is complete.

11) That notice also provided for the Debtors to takeover direct payments as of April 2021.

12) The Notice in this case is therefore moot, as the Plan is completed and any payment change would not, be paid through the Plan or by the Chapter 13 Trustee.

13) Even if the Notice were allowed, JPMorgan would not obtain the relief it seeks through the Notice as the Plan is complete.

WHEREFORE, the Debtors respectfully request this Honorable Court grant Debtors' Objection, and thereafter deny JPMorgan's Notice of Mortgage Payment Change.

Respectfully Submitted,

/s/Justin P. Schantz

Justin P. Schantz, Esquire

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